

# Tāmaki Health



## Tamaki Health Multi-Employer Collective Agreement

13<sup>th</sup> May 2019 to 31<sup>st</sup> March 2022

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## 1. PARTIES TO THE AGREEMENT

1.1. The following parties are the parties to whom the agreement applies:

1.2. Union Party “The Union

1.2.1. The New Zealand Nurses Organisation Incorporated (“NZNO”)

1.3. Employer Parties “The Employer

1.3.1. Tamaki Health legal entities as specified below and

1.3.2. ETHC Community Care Limited

1.3.3. ETHC Healthcare Services Limited

1.3.4. ETHC Healthcare Bairds Rd Limited

1.3.5. ETHC Healthcare Dawson Rd Limited

1.3.6. ETHC Healthcare Mangere Limited

1.3.7. ETHC Healthcare Otahuhu Limited

1.3.8. ETHC Healthcare Manurewa Limited

1.3.9. ETHC Healthcare Hill Rd Limited

1.3.10. ETHC Healthcare Glen Innes Limited

1.3.11. ETHC Healthcare Dannemora Limited

1.3.12. ETHC Healthcare East Tamaki Limited

1.3.13. ETHC Healthcare Sylvia Park Limited

1.3.14. Mt Roskill Healthcare Limited

1.3.15. Avondale Healthcare Limited

1.3.16. Ranui Medical Centre Limited

1.3.17. Lincoln Rd Medical Centre Limited

1.3.18. Sandringham Medical Centre Limited

## 2. COVERAGE AND APPLICATION

2.1. This is a Multi-Employer Collective Agreement (Agreement) that is made pursuant to the Employment Relations Act 2000.

2.2. This Agreement shall apply to all employees who are members of NZNO and who are employed by an employer party to this Agreement in the following positions:

2.2.1. Enrolled Nurses

2.2.2. Practice Nurses

2.2.3. Registered Nurses

2.2.4. Registered Nurses/Practice Nurses employed in a Coordinator role

2.2.5. Clinical Assistants

2.2.6. Clinical Family Navigators

- 2.3. The parties agree that any employee whose work is covered by the coverage clause of this agreement who is engaged by the employer, and is a NZNO member, shall be entitled to all benefits, and be bound by all of the obligations, under this agreement.
- 2.4. In accordance with the Employment Relations Act 2000, when a new Employee enters employment with the Employer, the employee's terms and conditions of employment will comprise the terms and conditions provided for by the collective agreement for the first 30 days of employment.
- 2.5. The employer will provide a notice to the Employee that complies with Section 62 A of the Employment Relations Act 2000.
- 2.6. Existing employees who are covered by the coverage clause of this Agreement (clause 2.1) who become NZNO members during the term of the Agreement shall, from the date of becoming a union member, be bound by all benefits and obligations relating to employees under this Agreement subject to the restrictions set out in the Employment Relations Act 2000. Such employees shall advise the employer of their NZNO membership as soon as practicable.

### **3. SUBSEQUENT EMPLOYER PARTIES**

- 3.1. The parties agree that other Tamaki Health related party employers whose core business is the provision of primary healthcare services may become parties to this Agreement where Tamaki Health, NZNO and the new employer party so agree. Employers who agree to become subsequent parties shall be recorded on a master list compiled by Tamaki Health.
- 3.2. On the date of receipt by NZNO of the completed subsequent parties form the employees who are NZNO members shall be entitled to the benefits conferred by this agreement.

### **4. TERM**

This Agreement shall come into force on 13 May 2019 and expire on 31 March 2022.

### **5. IMPACT ON INDIVIDUAL EMPLOYMENT AGREEMENTS**

Where an employee on an individual employment agreement elects to be bound by this Agreement, their previous terms and conditions of employment shall no longer apply unless otherwise agreed between the employee and the employer, or as provided for in this Agreement.

### **6. SAVINGS**

Nothing in this Agreement shall operate as to reduce the ordinary time (T1) hourly rate applying to any employee at the date of this Agreement coming into force.

## 7. NON-WAIVER UNDERSTANDING

Failure by either party to enforce any right or obligation with respect to any matter arising in connection with this agreement, shall not constitute a waiver as to that matter, or any other matter, either then or in the future.

## 8. VARIATION OF AGREEMENT

This Agreement may be altered by agreement in writing between the parties during its term by means of the parties' normal ratification process. Should any matter arise which is not dealt with or is dealt with in only the most general terms, the parties to this agreement will commence negotiations to provide for any such matter. The negotiations will be conducted in good faith by all parties to provide for a variation of all or any of the provisions of this agreement so as to provide for the matter which arises which is not dealt with by this agreement or is dealt with in only general terms.

## 9. DEFINITIONS

“Casual employee”	means an employee who has no set hours or days of work and who is normally asked to work as and when required. They are employed when there is an overflow of work or a permanent employee is absent. Each engagement undertaken by the casual employee is a stand-alone employment arrangement and the employment shall be at an end at the completion of the work required. Nothing in this agreement, either express or implied, requires the employer to offer any employment to any employee, notwithstanding that the employee may be recognised on any list maintained by the employer to assist in obtaining staff.
“Employee”	means any person employed by an employer party to this Agreement whose position is covered by this Agreement.
“Employer”	means the relevant employer employing the particular employee.
“Enrolled nurse”	has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.
“Full time employee”	means an employee who works not less than the “ordinary” or “normal” hours set out under “hours of work” in this Agreement.
“Ordinary time hourly rate of pay”	shall be the hourly rate of pay paid to the employee. T1 refers to the ordinary time hourly rate of pay; T1.5 refers to one and a half times the ordinary time hourly rate of pay.

“Part-time employee”	means an employee, other than a casual employee, who is employed on a permanent basis but works less than the ordinary or normal hours prescribed in this Agreement. Any wages and benefits e.g. leave, will be pro rata according to the hours worked unless specifically stated otherwise in this Agreement.
“Penal Rate”	means T1.25 paid for any hours worked after 7pm and before 7am on any weekday and for any time from midnight Friday/Saturday to midnight Sunday/Monday.
“Permanent employee”	means an employee employed in a permanent position either full-time or part-time.
“Registered nurse”	has the same meaning as in the Health Practitioners’ Competence Assurance Act 2003 and its successors.
“Relevant Daily Pay”	has the meaning as provided by the Holidays Act 2003.
“Service”	means the current continuous service with the current employer.
Fixed Term Employee”	means an employee who is employed either full time or part-time for a specified limited term for a specified project, situation or event, or, for example, to replace an employee on parental leave or long term accident or sickness. There is no expectation of ongoing employment. Fixed term agreements must not be used to deny staff security of employment.

## 10. TRIAL PERIOD

- 10.1. In accordance with sections 67A and 67B of the Employment Relations Act 2000, an Employee shall be subject to a trial period of 90 days from the commencement of the Employee’s employment.
- 10.2. The employer will undertake employee review check-in processes at 30, 60 and 75 days approximately. The employer will advise the employee of any issues that may give rise to termination under this provision.
- 10.3. During this trial period, the Employer may terminate this Agreement at any time, by giving an Employee three days’ notice of termination. The Employer may require the Employee to work out the period of notice or pay the Employee the balance of the notice period, at the Employer’s sole discretion. Notice must be given to the Employee within 90 days of commencement of employment, however actual termination of this Agreement may take effect after expiry of the trial period.
- 10.4. In the event the Employee is dismissed in reliance on this clause, an Employee accepts and agrees that he/she will not be entitled to bring a personal grievance or other legal proceedings in respect of the dismissal.
- 10.5. During the trial period any company policy or process regarding the Employer’s obligations in relation to performance, conduct, training or any other matter relating to the Employee’s employment, will not apply except that, the Employer retains the right to terminate without notice for serious misconduct.

## 11. PLACE OF WORK

- 11.1. An Employee will be based at an Employer party primary site or sites, as specified by their letter of offer. However, depending on the nature of the position and the Employee's duties, the Employee, after consultation, may be required to travel and to perform work elsewhere from time to time for any other Tamaki Health site.
- 11.2. Where an employee is working at another site, additional mileage for the use of personal vehicles will be paid in accordance with this Agreement.

## 12. HOURS OF WORK

- 12.1. An Employee's minimum number of guaranteed hours of work will be the hours specified in the Employee's letter of offer that are to be worked in accordance with the applicable roster.
- 12.2. Rosters will be published and available at least 21 days prior to the commencement of the roster. Any change to the hours and/or days of work within a 21 day published roster shall be by agreement between the employer and employee. Such agreement would not be unreasonably sought or withheld by either party where there are demonstrable employer or employee needs. Changes to the published roster beyond 21 days may be made at the employer's discretion.
- 12.3. The ordinary working hours of an employee employed full-time shall be either:
  - 12.3.1. 80 per fortnight; or
  - 12.3.2. 40 per week; or
  - 12.3.3. The equivalent average in the case of a roster cycle exceeding a fortnight.
- 12.4. The ordinary hours of work of an employee employed part-time shall be less than the hours specified above to be worked:
  - 12.4.1. per fortnight; or
  - 12.4.2. per week; or
  - 12.4.3. The equivalent average in the case of a roster cycle exceeding a fortnightand shall be no less than 4 hours per day, except by mutual agreement between the employee and employer.
- 12.5. Split duties may be worked by agreement between the employer and the Employee.
- 12.6. The employer will endeavour to provide every employee with two periods of at least 24 hours off duty each week within the published roster.
- 12.6. Except by mutual agreement, no employee shall work more than six days in a row. This includes days attending training or professional development.



- 12.7. A minimum break of nine hours shall be allowed between rostered periods of duty unless mutually agreed between the employer and the employee.
- 12.8. Employees may exchange duties by mutual agreement and with the prior approval of the employer. In this case, no additional payment (such as overtime rates) will apply.
- 12.9. Duties, once commenced, shall be continuous unless otherwise agreed between the employer and the employee.

### **13. ADDITIONAL PROVISIONS FOR EMPLOYEES WORKING ALTERNATIVE ROSTERS**

- 13.1. In specific instances, i.e. duties of longer or variable lengths, the ordinary hours for a full time employee are able to be averaged over a roster cycle of greater than one fortnight e.g.: an employee who works 12 hour duties may work 120 hours over a 3 week roster and be considered to be fulltime. No employee shall be required to work more than a 12 hour rostered duty.
- 13.2. Alternative hours of work may be implemented by agreement between the Employer and the employees directly affected. It is recognised employees have the ability to consult NZNO before such agreement is reached.

### **14. CANCELLING DUTIES**

- 14.1. This clause only applies to any additional duties beyond an Employee's permanent or contracted hours which an Employee agrees to work due to circumstances which have arisen after the roster has been published.
- 14.2. Where an Employee has been offered and accepted an additional duty or duties, then the Employer will give the Employee reasonable notice — at least 12 hours before their morning duty was due to commence if they are no longer required to work that duty or 4 hours for any duty commencing at or after 12 midday. If the Employer does not give this notice, but notifies an Employee before the duty starts, the Employee will receive reasonable compensation of 3 hours' pay for the cancelled duty. If the Employer cancels the duty without telling an Employee before the start of the duty, or cuts the duty short, the Employee will be paid as if they had worked the entire duty.

### **15. BREAKS**

- 15.1. During the Employee's ordinary hours (eight hours per day) of work, the Employee is entitled to two 10 minute paid rest breaks and, in addition to their ordinary hours of work, the Employee is entitled to one 30 minute unpaid meal break. The timing of the rest and meal breaks are to be mutually agreed between the parties where possible.

- 15.2. Where the parties are unable to agree on the timing of the breaks, the breaks are to be taken in the middle of the work period provided it is reasonable and practical to do so.
- 15.3. The Employee agrees to maintain such time recording systems provided by the Employer to accurately record hours worked, absences and, where required, breaks taken.

## 16. RATES OF REMUNERATION

- 16.1. Employees will be paid the corresponding ordinary time hourly rate of pay as set out below and in accordance with this Agreement.

Registered Nurses	<i>13<sup>th</sup> May 2019</i>	<i>6<sup>th</sup> April 2020</i>	<i>5<sup>th</sup> April 2021</i>
Step 1	\$25.38	\$26.39	\$27.18
Step 2	\$26.76	\$27.83	\$28.66
Step 3	\$28.96	\$30.12	\$31.03
Step 4	\$30.82	\$32.05	\$33.01
Step 5	\$33.92	\$35.28	\$36.34

Enrolled Nurses	<i>13<sup>th</sup> May 2019</i>	<i>6<sup>th</sup> April 2020</i>	<i>5<sup>th</sup> April 2021</i>
Step 1	\$22.57	\$23.47	\$24.17
Step 2	\$23.94	\$24.90	\$25.65
Step 3	\$25.54	\$26.56	\$27.36

Clinical Assistants	<i>13<sup>th</sup> May 2019</i>	<i>6<sup>th</sup> April 2020</i>	<i>5<sup>th</sup> April 2021</i>
Step 1	\$20.85	\$21.68	\$22.33
Step 2	\$21.09	\$21.93	\$22.59
Step 3	\$22.70	\$23.60	\$24.31

Clinical Family Navigators	<i>13<sup>th</sup> May 2019</i>	<i>6<sup>th</sup> April 2020</i>	<i>5<sup>th</sup> April 2021</i>
Step 1	\$19.00	\$20.00	\$21.00
Step 2	\$21.58	\$22.44	\$23.12
Step 3	\$22.10	\$22.98	\$23.67

## 16.2. Grade Movement

On completion of 12 months satisfactory service, employees will progress to the next pay step. Increases will be effective from the first day of the first full pay period following the 12-month anniversary.

## 16.3. Charge Nurses

Charge Nurses will receive a weekly payment of \$200 per week. This rate only applies where an employee is formally appointed in writing, by the employer, to the position.

## 17. OVERTIME

17.1. For full-time employees, overtime is time worked in excess of eight hours per day or the rostered duty whichever is greater, or 80 hours per two-week period, or 40 hours per week. For part-time employees, overtime is time worked in excess of their usual hours of work as stated in Clause 12.4. Time that the employee is absent from work due to sick leave, annual leave, bereavement, or other paid or unpaid leave, is not counted as time worked for the purposes of calculation of overtime.

17.2. Overtime shall be paid at the applicable hourly rate of pay.

## 18. PENAL RATES

18.1. Weekend and Night rates apply to ordinary time worked after 7pm to 7am from midnight Sunday/Monday to midnight Friday/Saturday and from midnight Friday/Saturday to midnight Sunday/Monday shall be paid at time one quarter (T0.25) in addition to the ordinary hourly rate of pay.

## 19. DUTY EXTENSION

19.1. Where an employee is requested and has prior employer approval to work one hour or more beyond the beginning or end of their rostered duty, the employee shall receive an allowance of \$20 in addition to payment for the time so worked.

## 20. DEDUCTIONS

20.1. Following consultation with an Employee, the Employer may make deductions from the Employee's remuneration for:

20.1.1. Those authorized by the Employee;

20.1.2. Those provided for under legislation;

- 20.1.3. Those ordered by the Courts;
  - 20.1.4. Remuneration paid in advance; and
  - 20.1.5. Unreturned goods, Employer issued clothing or other legitimate debt owed to the Employer by the Employee.
- 20.2. In the event of termination of employment, the Employee agrees that deductions from their final pay may be made for any of those specified above.

## 21. PERFORMANCE REVIEW

- 21.1. Employees will be entitled to an annual performance review conducted on a date advised by the Employer. This is inclusive of plans for continuing professional development.
- 21.2. The performance review shall take into account such aspects of the Employee's performance as the Employer deems fit (including those related to the individual, team or centre) and may utilise data from a wide range of resources.

## 22. REIMBURSING PAYMENTS

- 22.1. Annual Practising Certificate
  - Where a permanent employee is required by law to hold an annual practising certificate, the employer shall reimburse the cost of the certificate, provided that:
    - 22.1.1. It must be a statutory requirement that a current certificate be held for the performance of duties.
    - 22.1.2. The employee must be engaged in duties for which the holding of a certificate is a requirement.
    - 22.1.3. Where the employee works for more than one employer, the employer shall pay a portion of the cost pro-rated to the number of employers.
    - 22.1.4. For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 22.2. Travelling Expenses and Incidentals
  - 22.2.1. When travelling on employer business, the employee will be reimbursed for authorised costs on an actual and reasonable basis on presentation of receipts per the Travel-Related Expense Policy.

22.2.2. Employees who are instructed to use their motor vehicles on employer business shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The current IRD rate can be found on the IRD website [www.ird.govt.nz/business-income-tax/expenses/mileage-rates/](http://www.ird.govt.nz/business-income-tax/expenses/mileage-rates/).

22.2.3. The employer shall be responsible for providing insurance cover for the employee's vehicle while it is being used for employer business at the employer's request, subject to the terms, exceptions and conditions of Tamaki Health's Motor Vehicle Policy. This includes activation of this policy only if the employee's claim has been declined by their private insurer. Currently, the sub-limit on this cover is \$75,000 limit for any one vehicle.

## 23. General

In circumstances not addressed by this clause, any authorised actual and reasonable expenses incurred on behalf of the employer shall be reimbursed in accordance with individual employer policies.

## 24. PAYMENT OF WAGES

24.1. Wages shall be paid no later than three working days after the end of their pay period by direct credit to a bank account nominated by the Employee.

24.2. Any change to the frequency of payment will be made only after at least four (4) weeks' notice to the Employee by the Employer.

24.3. Where errors, other than overpayment, have occurred as a result of employer action or inaction, corrective payment must be made within three working days of the error being brought to the employer's attention.

24.4. The employee shall complete timesheets as required by the employer.

24.5. The employer shall endeavour to direct credit payment of wages into the employee's bank account one clear banking day prior to a public holiday.

24.6. Where an employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the amount owing in excess of entitlement from the employee's final pay.

24.7. After consultation with the employee, deductions may be made from remuneration for any absence due to the default of the employee or for unapproved absence or compensatable accident. Any monies owed by the employee to the employer upon termination will be deducted from the employee's final pay.

24.8. In the event of an overpayment of remuneration the employer and employee shall agree on reasonable repayments by deduction from wages / salary, except upon termination where any remaining overpayment may be recovered in full from any monies owed by the employer to the employee.

## 25. GENERAL PROVISIONS AS TO LEAVE

Except as expressly provided in this Agreement, annual leave, public holidays, sick leave and bereavement leave shall be allowed and paid for in accordance with the provisions of the Holidays Act 2003 and its amendments.

## 26. PUBLIC HOLIDAYS

26.1. The following days shall be observed as public holidays:

- New Year's Day
- 2 January
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- Sovereign's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Anniversary Day (as observed in the locality concerned).

26.2. In order to maintain services to clients, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.

When employees work on a public holiday they will be paid at time and a half the ordinary time hourly rate of pay (T1.5) for each hour worked. The employee shall also be granted an alternative holiday, if the day would otherwise be a working day for the employee. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

26.3. Those employees who work a night duty which straddles a public holiday, shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the duty. The alternative holiday shall apply in respect to the day in which the majority of hours are worked.

26.4. When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

26.5. For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.

## 27. ANNUAL LEAVE

- 27.1. After the end of each completed 12 months' current continuous employment service, an Employee shall be entitled to four weeks' annual leave, to be allowed and paid for in accordance with the provisions of the Holidays Act 2003.
- 27.2. The time at which annual leave is to be taken in any year shall be agreed between the Employer and an Employee. If there is no agreement, the Employer shall be entitled to give not less than 14 days' notice of commencement of an Employee's annual leave.
- 27.3. The Employer may close down all or part of its operations and may require Employees to take all or some of their annual holiday entitlement during the closedown, even where this requires the Employee to take holidays for which they are not fully reimbursed. The Employer shall provide Employees with at least 14 days' notice of the closedown.
- 27.4. Annual leave is to be taken within the year in which it falls due except as provided for in Clause 27.6
- 27.5. Wherever practicable, no less than 6 weeks' notice of the Employee's intention to take annual leave shall be given to the Employer. Wherever practicable, taking into account peak leave periods, employees who give notice under this provision for leave of 10 days or less shall have their leave approved.
- 27.6. Leave may be accumulated by agreement with the employer for special circumstances leave. Such special circumstance leave for more than 10 days shall require 12 weeks' notice and shall have their leave approved.

## 28. SICK LEAVE

- 28.1. From the commencement of employment, an Employee shall become entitled to 7 days' sick leave for the first 12 months' of employment, and each subsequent 12 month period of employment.
- 28.2. Up to 25 days' unused sick leave may be carried over to a subsequent 12 month period of employment, to a maximum 30 days' current entitlement in any year.
- 28.3. Sick leave may be taken where an Employee is sick or injured, or where the Employee's spouse (partner) or a person who depends on an Employee for care is sick or injured.
- 28.4. The Employer may require the Employee to produce proof of sickness or injury where the sickness or injury that gave rise to the leave is for a period of 3 or more calendar days (whether or not those would otherwise be working days for the Employee).
- 28.5. Employees must notify the Employer as early as possible of their intention to take sick leave, preferably no less than four hours before the Employee is due to start work on that day, or, if that is not practicable, as early as possible after that time.
- 28.6. The Employer may give discretionary additional paid and/or unpaid sick leave upon application.

## **29. BEREAVEMENT LEAVE**

29.1. Employees shall be entitled to bereavement leave as follows:

29.1.1. 3 days on the death of the Employee's spouse (partner), parent, child, brother or sister, grandparent, grandchild, or spouse's (partner's) parent, and

29.1.2. 1 day on the death of any other person where the employer accepts the Employee has suffered a bereavement.

29.2. Employees must notify the Employer as early as possible of their intention to take bereavement leave, preferably no less than four hours before the Employee is due to start work on that day, or, if that is not practicable, as early as possible after that time.

29.3. The Employer may give discretionary additional paid and/or unpaid bereavement leave upon application.

## **30. DOMESTIC VIOLENCE LEAVE**

Domestic Violence Leave will be provided as per Domestic Violence—Victims' Protection Act 2018 which comes into force on 1 April 2019.

## **31. JURY SERVICE/WITNESS LEAVE**

Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

## **32. PARENTAL LEAVE**

The provisions of the Parental Leave and Employment Protection Act 1987 will apply.

## **33. LEAVE WITHOUT PAY**

Leave without pay may be taken by mutual agreement between the employee and employer.



## 34. EMPLOYER POLICIES

- 34.1. The Employer has and will continue to develop policies on matters relevant to the employment of employees and operational issues. Employees must ensure that they are familiar with the policies and observe them strictly at all times. The Employer reserves the right to amend all or any of the policies from time to time at its discretion on reasonable notice to Employees.
- 34.2. The Union will be consulted regarding any additions/amendments to those policies and procedures, where such additions/amendments have a material effect on employees' conditions of employment.

## 35. SUPERANNUATION

The provisions of the Kiwisaver Act 2006 and its amendments shall apply. These provisions can be found at [www.kiwisaver.govt.nz](http://www.kiwisaver.govt.nz).

## 36. UNIFORMS

- 36.1. Where applicable, Employees agree to wear a specified uniform in accordance with the Employer's Uniform and Appearance Policy. This uniform shall be provided by the Employer.
- 36.2. Employees shall wear the uniform and personal protective equipment as supplied and shall maintain it in a clean and presentable condition at all times.
- 36.3. On termination, the Employee is required to return the uniform to the Employer.
- 36.4. Where the Employer does not provide a uniform, the Employees agrees to wear appropriate business attire in accordance with the Employer's Uniform and Appearance Policy.

## 37. VULNERABLE CHILDREN ACT 2014

Where employers are required under the Vulnerable Children Act 2014 to safety check employees who will have contact with children, the parties agree that all employees covered by this agreement may be required to undergo such checks as prescribed by Regulation. This may include both vetting and screening processes. An employee who refuses to participate in the required safety checks or who does not pass such required screening may have their employment terminated.

## 38. COMPUTER USE

Employees shall use the computer equipment provided by the Employer only for business or relevant educational use. A breach of this clause may be dealt with as serious misconduct.

## 39. HARASSMENT PREVENTION

- 39.1. The parties recognise that harassment in the workplace is totally unacceptable. It is the responsibility of the employee to familiarise themselves with the relevant policy on harassment and the responsibility of the employer to communicate the extent of this policy and make it accessible to all employees.
- 39.2. Harassment can take many forms, including sexual harassment, bullying, racial harassment, violence and other forms of intimidating behaviour.
- 39.3. Harassment complaints will be taken seriously, and the employer undertakes to address these with sensitivity and impartiality.

## 40. HEALTH AND SAFETY

- 40.1. The parties' attention is drawn to the Health and Safety at Work Act 2015, regulations and any amendments. The principal objective of this Act is to provide for a balanced approach to secure the health and safety of workers (employees) and workplaces.
- 40.2. Employees shall:
  - 40.2.1. Take all practicable steps to ensure the safety of the Employee, other employees and visitors while at the Employer's premises;
  - 40.2.2. Follow all safety and health procedures at all times;
  - 40.2.3. Report any accidents or hazards as soon as possible;
  - 40.2.4. Report all safety concerns to the Employer;
  - 40.2.5. Cooperate and participate in any programmes introduced for the purposes of health monitoring;
- 40.3. The Employer will provide feedback on health and safety issues that have been reported to the employer.
- 40.4. In the event of becoming ill or injured or suffering from a gradual process injury, illness, infection or disease, that has direct implications for undertaking work duties, Employees consent to the reasonable collection and release of medical information related to the specific illness, injury infection or disease to the CEO/Managing Director of the Employer to ascertain how the Employee's work will be affected.

## 41. ACCIDENTS AND INJURIES

Where an employee is incapacitated as a result of an accident, and that employee is on earnings related compensation, and has an entitlement to sick leave, the employer may agree to a request from the employee to supplement the employee's compensation, upon application by the employee, by 20% of relevant daily

pay during the period of incapacitation. This payment shall be taken as a charge against the employee's sick leave entitlement.

## **42. CONFIDENTIALITY**

- 42.1. Except in the proper performance of the Employee's duties, or as authorized by the Employee's Manager, Supervisor or the CEO, they shall not at any time use, or divulge to any person, business or enterprise any confidential information which they may have acquired during the course of their employment by the Employer.
- 42.2. Without limiting the generality of the foregoing, "confidential information" includes any information acquired through the Employer including, but not limited to, case notes, details and identities of the current or past patients, written manuals, policy documents, financial information, information regarding relationships with patients or the business affairs of the Employer, and any other information which might be reasonably expected to be of a confidential nature.
- 42.3. The provisions of this clause continue to apply after the termination of the employment relationship without limit in point in time, but shall cease to apply to knowledge or information, which may become public knowledge or a matter of public record without breach by an Employee of this restriction.
- 42.4. The parties note the provisions of the Privacy Act with respect to employee information.

## **43. ADDITIONAL PAYMENTS, FEES, GRATUITY, COMMISSION OR BENEFIT**

Employees must not receive any payment, fee, gratuity, commission or other benefit excluding perishables other than from the Employer in payment for any matter or thing connected with the Employee's duties, except with the prior consent of the Employer.

## 44. TRAINING

- 44.1. The Employee shall be required to attend all in-house training during working hours. The Employees shall be paid for all in-house training provided by the Employer.
- 44.2. Training outside of ordinary working hours will be by agreement with the Employee and will be paid for by the Employer, unless agreed otherwise.
- 44.3. The Employee will be paid for the time spent at training at the ordinary time hourly rate of pay.

## 45. NURSE PROFESSIONAL/EDUCATIONAL DEVELOPMENT

- 45.1. The employer and employee are committed to Nurse staff education and development. Employees will be actively encouraged to attend educational courses relevant to their professional/educational development and of benefit to the employer.
- 45.2. The employer shall grant professional/educational development leave of up to 40 hours per calendar year for permanent full time Nurse employees (pro-rated to no less than 8 hours per calendar year for permanent part time Nurse employees). This leave is to enable employees to prepare a portfolio, complete qualifications, and to attend training relevant to their professional/educational development and relevant to the employer. Prior approval of the employer must be obtained. The approval of the employer shall not be unreasonably withheld.
- 45.3. An employee may take leave on pay to attend National Meetings or Seminars of Section Groups and/or Colleges of the NZNO. Prior approval of the employer must be obtained.
- 45.4. All of the employee's normal working hours absent from the practice for professional/educational development and attendance at meetings or seminars (in clause 45.3) will be a claim against the hours as specified in clause 45.2.
- 45.5. For those employees where superior entitlements exist, such entitlements shall be retained by the individuals concerned.
- 45.6. Paid meetings to meet organisational and service requirements not otherwise addressed in this clause (including staff meetings and training not related to the employee's occupation) shall be granted in addition to the above provisions.
- 45.7. Professional/educational development leave will be granted at T1 rate and shall not accumulate from one year to the next.
- 45.8. Where an employer requires an employee to attend professional/educational development, whether the employee is scheduled to work or not for the time of the leave, the employee shall be granted paid leave as per sub clauses 45.2, 45.3, 45.4.

45.9. All non-regulated staff will be allowed to attend mandatory training and this is to include Basic Life Support skills to ensure that the regulated staff have support should they be the only regulated member of staff available at the time.

45.10. Where merit or PDRP is agreed, the relevant allowance will be backdated to the date of application.

## 46. PROFESSIONAL DEVELOPMENT AND RECOGNITION PROGRAMMES (PDRP)

Practice Nurses/Registered Nurses/Enrolled Nurses

46.1. The employer will facilitate education as required for mandatory or practicing certificate.

46.2. Where an employer has agreed to a Nursing Council of New Zealand accredited programme the following shall apply:

In recognition of the importance of increasing the number of expert and proficient nurses, an employee who reaches the following levels will receive an allowance as long as the employee maintains that level of practice. All levels of practice shall be added to the base rate of pay and be payable on all hours worked and shall attract penal rates and overtime.

The rates of these allowances are as follows:

RN Expert	\$2.16 per hour
RN Proficient	\$1.20 per hour
EN Accomplished	\$2.16 per hour
EN Proficient	\$1.20 per hour

Note: only one PDRP allowance shall apply.

Once a PDRP is in place, applications from employees for PDRP will be responded to by the employer within four weeks of the date of application and

## 47. CONFLICT OF INTEREST

47.1. Employees shall not, for the term of their employment, set themselves up, or engage in any other business activities or become involved in any capacity (employment or otherwise) associated with the provision of medical services (other than incidental investments which do not present any actual or potential conflict) without the Employer's prior written consent.

47.2. The Employee agrees not to enter into any contracts, business interests, relationships and/or activities which may conflict in any way with the interests of the Employer and the Employee's responsibilities to it, or reflect adversely on the Employer's business or its public perception.

47.3. Employees must not act in any manner that is to the detriment of the Employer.

- 47.4. Failure to seek consent or engaging in any conflicting activities without the Employer's consent, may be considered serious misconduct.

## 48. CONSULTATION AND MANAGEMENT OF CHANGE

### 48.1. Management of change

- 48.1.1. Consultation between the employer, its employees and the union is essential on substantive matters of mutual concern and interest. effective communication between the parties will allow for:

- a) improved decision making
- b) greater cooperation between employer and employees; and
- c) a more harmonious, effective, efficient, safe and productive workplace.

The employer recognises the role of the employee's staff delegate and the NZNO in assisting in the positive management of change.

- 48.1.2. Prior to the commencement of any significant change to staffing, structure or work practices, the employer will identify and give reasonable notice to employees who may be affected and to the NZNO to allow them to participate in the consultative process so as to allow substantive input.

- 48.1.3. Where an employer has a proposal for potential significant changes, they undertake to advise staff and the NZNO as soon as practicable of the possibility of these changes.

### 48.2. Consultation

- 48.2.1. Consultation involves the statement of a proposal not yet finally decided upon, listening to what others have to say, considering their responses and then deciding what will be done. Consultation clearly requires more than prior notification.

- 48.2.2. The requirement for consultation should not be treated perfunctorily or as a mere formality. The person(s) to be consulted must be given sufficient opportunity to express their view or to point to difficulties or problems.

- 48.2.3. If changes are proposed and such changes need to be preceded by consultation, the changes must not be made until after the necessary consultation has taken place. Both parties should keep open minds during consultation and be ready to change. Sufficiently precise information must be given to enable the person(s) being consulted to state a view, together with a reasonable opportunity to do so – either orally or in writing.

- 48.2.4. Consultation requires neither agreement nor consensus

## 49. TERMINATION OF EMPLOYMENT

- 49.1. Either the Employer or the Employee may terminate an Employee's employment by giving the other four weeks' notice in writing.
- 49.2. The Employer is not obliged to accept a longer period of notice if so provided by an Employee.
- 49.3. The notice period shall be exclusive of any period of annual holidays required to be given or able to be taken under this employment agreement unless otherwise agreed with the employer which agreement shall not be unreasonably withheld.
- 49.4. The Employer reserves the right to pay Employees in lieu of some or all of the notice period. Alternatively, it may require Employees to undertake reduced or alternative duties or require that an Employee does not attend the workplace during this period. In that event, the Employee will continue to receive the Employee's normal remuneration for the duration of the notice period, the Employee will still remain an employee of the Employer and will continue to be bound by the terms and conditions of this employment agreement.
- 49.5. Nothing in the above clause shall prevent the Employee's dismissal without notice and/or without pay in lieu of notice in the case of serious misconduct or other cause justifying summary dismissal.
- 49.6. The following actions are examples of the type of action which will be viewed seriously by the Employer and may result in instant dismissal, or in the circumstances where the Employer does not consider the dismissal is appropriate, a final warning will be issued notwithstanding that no other warnings have been issued previously. The items listed are examples and the list is not intended to be exhaustive:
  - 49.6.1. Unauthorised possession or removal of the property of the Employer, any other employee, or patient
  - 49.6.2. Dishonesty
  - 49.6.3. Harassment of a work colleague or customer
  - 49.6.4. Deliberate destruction of any property belonging to the Employer
  - 49.6.5. Actions which seriously damage the Employer's reputation
  - 49.6.6. Deliberately falsifying documentation
  - 49.6.7. Failure to comply with a lawful instruction
  - 49.6.8. Using abusive or insulting language at work
  - 49.6.9. Disclosure of confidential information obtained in the course of work
  - 49.6.10. Providing false or misleading information, or suppressing any material facts during the recruitment and selection process
  - 49.6.11. Reporting for work intoxicated or unauthorized consumption of illegal drugs or alcohol at work or prior to reporting for work.
- 49.7. The Employer may also summarily terminate employment where an Employee has been convicted of any criminal offence other than an offence, which in the reasonable opinion of the Employer, does not affect the fulfilment of an Employee's duties and/or terms and conditions of employment.
- 49.8. Where the Employer considers it appropriate as part of any investigation regarding potential misconduct, it may require an Employee to undertake reduced or alternative duties or remain away from work, on suspension but on full pay, while it conducts the investigation. Where any suspension extends beyond two weeks due to matters beyond the Employer's control, (such as, without

limitation, a police investigation into the Employee's conduct, or the inability/refusal of an Employee or the Employee's representative to attend meetings connected with the investigation) and after consultation with the NZNO, the suspension may continue without pay.

- 49.9. All documents, precedents, software, and other materials and property whether relating to the business of the Employer or its patients, clients and customers and including copies) supplied to Employees or otherwise acquired by Employees in the course of the Employee's employment are the property of the Employer and must be returned upon termination of employment.
- 49.10. On request by an Employee, the Employer will provide a certificate of service to an Employee confirming the position(s) held by the Employee and the length of service with the Employer.

## 50. ABANDONMENT OF EMPLOYMENT

An employee absent from work for three consecutive rostered duties without notification to the employer or without appropriate authorisation from the employer will be considered by the employer as having terminated their employment without notice, unless the employee is able to show they were unable to fulfil their obligations under this section through no fault of their own. The employer will make all reasonable efforts to contact the employee during the three days period of absence.

## 51. PERFORMANCE OF DUTIES

- 51.1. The Employee's employment may be terminated by the Employer giving such notice as is appropriate in the circumstances, should it be determined that the Employee is unable to continue the proper performance of their duties through:
- 51.1.1. medical incapacity for a period of three months with no medically apparent improvement, through sickness or injury, or should a health practitioner (appointed by the Employer in consultation with the Employee) determine that the Employee is so disabled or incapacitated or of unsound mind; or
  - 51.1.2. some other prohibiting edict or order by the Courts, New Zealand Transport Authority (NZTA) or other Authority.
- 51.2. Prior to the Employer taking any termination action due to incapacity for medical reasons, the Employer will take account of any resulting report or advice from its own and/or the Employee's health practitioner. An Employee may therefore be required to undergo a medical examination by a registered health practitioner nominated and paid for by the Employer, with a follow-up report on the Employee's fitness for duties. The Employee's consent will be obtained where this occurs.
- 51.3. Before the Employer takes any termination action due to some prohibiting edict, visa restrictions or order, they will consult with Employee's and consider any submissions by the Employee. Where appropriate, the Employer will also consider the length of time the Employee is unable to perform



their duties, the ability of the Employer to cover the duties utilising other employees, and the availability of alternative duties for the Employee.

51.4. Notwithstanding any other provision of this agreement, the Employer may, at its expense, require Employees to undergo a medical examination by a registered medical practitioner or practitioners nominated by the Employer (after the Employer has considered the Employee's wishes in respect of the appointment of the registered medical practitioner), and a copy of any medical report furnished by such medical practitioner will be available to both parties. For the avoidance of doubt the Employer may exercise this right for the purposes of:

- 51.4.1. Determining whether granting an Employee's ongoing sick leave is appropriate;
- 51.4.2. Determining whether the Employee's employment should be terminated for incapacity;
- 51.4.3. Assessing the Employee's fitness for work and/or return to work after a period of sick leave;  
or
- 51.4.4. Obtaining a second opinion where an Employee has provided a medical certificate/report.

## 52. EMPLOYMENT RELATIONSHIP PROBLEMS

52.1. The parties acknowledge that employment relationship problems may arise from time to time. These include:

- 52.1.1. Personal grievances (as defined in the Employment Relations Act 2000);
- 52.1.2. Disputes over the interpretation, application or operation of the employment agreement;
- 52.1.3. Any problem arising out of the employment relationship other than fixing new terms and conditions of employment.

52.2. Where an employment relationship problem arises, the parties will in the first instance endeavour to resolve the problem by discussions between themselves.

52.3. Where the foregoing discussions do not resolve the problem, either party may seek mediation assistance from the Ministry of Business, Innovation and Employment (MBIE). The parties may also, instead of or in addition to the MBIE services, agree to use mediation services from another source.

52.4. If the employment relationship problem cannot be resolved by mediation, either party may refer it to the Employment Relations Authority for determination. If any party wishes to dispute the determination, the matter may be referred to the Employment Court.

52.5. Provisions Relating to Personal Grievances

If the Employee considers he/she has a personal grievance, the personal grievance must be raised with the Employer within 90 days (or longer with the Employer's consent) of the date on which the action alleged to amount to the personal grievance occurred or came to the Employee's notice (whichever occurred later).

## 53. EMPLOYEE PROTECTION PROVISION

- 53.1. The purpose of this provision is to provide protection for the employment of the affected Employee if the Employer's business is restructured.
- 53.2. Restructuring, in relation to the Employer's business means:
- 53.2.1. entering into a contract or arrangement under which the Employer's business (or part of it) is undertaken for the Employer by another person; or
  - 53.2.2. selling or transferring the Employer's business (or part of it) to another person
  - 53.2.3. In the event of restructuring that may affect the Employee's future employment, the Employer will undertake the following steps.
  - 53.2.4. initiate and agree on a negotiation process and timeframe with the potential new employer around the extent to which the proposed restructuring relates to affected employees' positions as soon as practicable
  - 53.2.5. negotiate with the potential new employer the following:
    - a) whether or not the Employee's position would transfer to the potential new employer, and if so, the start date, and terms and conditions of employment that would be offered to the Employee;
    - b) whether the new employer will treat affected employees' service as continuous; and
    - c) whether the new employer can offer suitable alternative positions to employees.
- 53.3. In the event that the Employee is not offered employment with the potential new employer for whatever reason, the Employee's redundancy entitlements will be determined in accordance with the Redundancy clause of this agreement.
- 53.4. There shall be no right to redundancy compensation where the Employer's business is restructured, and the Employee is offered employment with the potential new employer on substantially the same terms and conditions of employment.

#### **54. NZNO MEETINGS / DELEGATES / UNION ACCESS**

- 54.1. NZNO members who are permanent employees shall be entitled to up to a total of 4 hours' leave per calendar year on ordinary pay to attend meetings authorised by the union providing the following conditions are fulfilled:
- 54.2. NZNO shall give the Employer at least 14 days' notice of the meetings.
- 54.3. NZNO shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 54.4. The Employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 54.5. NZNO shall supply the Employer with a list of members who attended and shall advise the Employer of the time the meeting finished.

- 54.6. The provisions contained in this clause are inclusive of and not in addition to any entitlements provided by the Employment Relations Act 2000.
- 54.7. The employer accepts that NZNO delegates are an important channel of communication between the NZNO and the employer in the workplace.
- 54.8. It is acknowledged that NZNO delegates attend meetings with management, participate in regular Group /NZNO forums, consult with NZNO members on workplace issues, and to represent members, for example in any management of change review, in disciplinary processes or in matters relating to the Collective Agreement.
- 54.9. The authorised union representative shall be entitled at all reasonable times to be upon the premises for purposes related to the employment of its members and/or the union's business.

## **55. EMPLOYMENT RELATIONS EDUCATION LEAVE**

The Employer shall grant leave on pay for employees to attend courses authorised by NZNO and approved by MBIE to facilitate the employee's education and training as employee representatives in the workplace in accordance with the Employment relations Act.

## **56. UNION FEE DEDUCTIONS**

The Employer will, upon written request from the Employee, deduct from the Employee's remuneration, fees for the NZ Nurses Organisation (NZNO). Such fees will be remitted not less frequently than three monthly to NZNO.

## **57. NO PASS ON PROVISION**

The employer parties to this collective agreement agree not to pass on automatically to non-NZNO members' terms or conditions that are the same or substantially the same as those contained in this collective agreement.

This means that the employer and non-NZNO members shall individually negotiate their terms and conditions of employment.

## **58. EXECUTION**

This agreement replaces any previous written or oral agreements or understandings with the exception of the personal to holder letters where they apply at the date of this Agreement coming into force.

Signatories:



Steffan Crausaz  
*On behalf of the Employer Parties*

Date: 14/5/19



Sue Sharpe  
*On behalf of New Zealand Nurses Organisation*

Date: 27.5.19